

## US EXECUTIVE APPROVAL FORM

**CUSTOMER NAME:** Verizon Communications – 2/5/03

**PARTNER/VAD NAME:**

### SECTION I - Approval Requests:

#### HQAPP Request:

1. Request approval to begin negotiating a new Agreement with Verizon. We would like approval to use the attached Boiler Plate Agreement from Verizon as the starting point for negotiations. This Agreement will include terms and conditions only and will not include any pricing. This new Agreement will be a go-forward Agreement and will NOT cover existing licenses. See justification below.

#### TIER 1 Requests:

N/A

#### TIER 2/3 Requests:

N/A

#### Previously approved requests (include date of approval):

N/A



### SECTION II – Deal Summary:

Deal Summary	
Programs	N/A
License Discount	N/A
Support Discount	N/A
Comp & Admin Discount	N/A
Phased Implementation for Comp & Admin?	N/A
Support Options/Holds	N/A
Price Holds	N/A
List License	N/A
List Support	N/A
List Comp & Admin	N/A
Net License	N/A
Net Support	N/A
Net Comp & Admin	N/A
Net Total Price	N/A
Price List Used	N/A

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	N/A
Date of Price List for price hold	N/A
When does price hold expire?	N/A
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	N/A
Name of Agreement if applicable	N/A

**SECTION III - Justification:**Background

Verizon Communications has requested that Verizon and Oracle start negotiations for a new Verizon contract using their standard "Software License and Service Agreement". This agreement is attached as a reference.

Process

- Legal/contracts will first review the Verizon Boiler Plate and add in Oracle's requirements/language to the Verizon Boiler Plate.
- We will only use the Verizon Boiler Plate and Legal will agree to use the Verizon Boiler Plate as the starting point for the negotiations **ONLY IF** the following conditions are met:
  - Verizon agrees to allow Oracle to control the drafting of the document.
  - We will negotiate T's & C's only, no pricing.
  - Verizon purchasing (Debi May) interacts primarily with her Oracle counterparts (e.g., no interaction with HQAPP or sales management unless the equivalent level personnel from Verizon are also on the call) and we have Verizon management buy-in to be able to raise issues above Verizon purchasing if necessary.

Justification

Verizon feels this is a better agreement to start negotiations for the following reasons:

- Verizon believes that the Verizon Boiler Plate is much more conducive to a global agreement than the GNI agreement which is designed for a division of Verizon.
- Verizon would like to use the Verizon Boiler Plate because this has been the starting point for all of their negotiations with other vendors, and they have a pride of ownership regarding the document.
- Verizon would like to have a single contract that encompasses all business they do with a particular vendor, and this agreement is much better suited to accomplish this goal.
- Verizon has agreed to give Oracle complete edit capabilities to the Verizon Boiler Plate agreement.
- The Verizon Boiler Plate has a table of contents and Verizon believes it is much easier to follow and identify specific areas of the contract.
- Verizon believes that the Verizon Boiler Plate is very easy to add exhibits to at a later time, if needed.

In addition from our side, we currently have approximately \$1M worth of Ordering Documents for new licenses around RAC and Partitioning in the hands of Verizon project teams. If we can show some good faith in our negotiations by allowing the contract negotiations to begin with the Verizon Boiler Plate, then we will have a much better chance of securing this revenue by the end of February.

**Recommendation:** *(leave blank for HQAPP to fill out)*

**Submitted By:** *Brad Zickert – Account Manager*

**Field RM name if submitted by iSD:**

**R:** *(leave blank for HQAPP to fill out)*

**C:**

**L:**

**A:**

**BP:**

\*\*\*\*\*

**PLEASE NOTE THAT HQAPP WILL NOT REVIEW ANYTHING BELOW AND NOTHING BELOW WAS CONSIDERED FOR THEIR APPROVAL. ONLY DETAILS IN THE REQUEST SECTION (SECTION I) ABOVE WERE CONSIDERED IN THE APPROVAL GRANTED.**



**SECTION IV – Computer and Admin Services:***(Delete this section if not applicable)*

**If Computer and Administration Services or Administration Services are being ordered please provide information below:**

Does this deal include Phased Implementation?	
License minimums met at each implementation phase?	
Is customer purchasing the Ebusiness Suite? If so what is the total employee population?	
<b>Is the 20% rule met in each phase?</b>	
<b>Is the 10% professional user rule met in each phase?</b>	
Computer and Administration or Administration Services hosting minimums met at each implementation phase? (\$6,000 monthly for C&A and \$4,000 monthly for Admin)	
Standard Ordering Document Terms?	
Standard pricing?	
Is Customer using the Certified Configuration (applies to Admin only)?	
Administration Services or Computer and Administration Services:	
Applications or Technology or both:	
Customer email address (required):	
Service Implementer (required):	
For existing licenses - (NOTE: Validation of existing licenses and support must be obtained from licmgmt@us.oracle.com)	CSI Number _____ Original License Agreement _____ Original Order Entry No. _____ Date of Original License Purchase _____
Are additional users being purchased for applications that are already hosted?	
Is this purchase of Administration Services or Computer and Administration Services by a customer who is purchasing Outsourcing for additional products which were not previously hosted?	
Are any self-service apps for use outside the firewall being purchased?	
Did customer purchase FastForward OnLine Financials RPM (5 day implementation preconfigured general ledger)?	
Is customer purchasing an iLearning Subscription?	

**SECTION V – Ordering Document Details****Instructions - Fill in all sections completely.**

**APPROVAL REQUIREMENTS** - Refer to the Approval Matrix at <http://esource.oraclecorp.com>

**PRICING REQUIREMENTS** – Refer to Price List and Price List Supplement for minimums and prerequisites.

**PRICING SPREADSHEET** – Include a pricing spreadsheet showing all products, quantities, license types, pricing, and discounts. Indicate if discount for drafting contract differs from approved discount.

**MIGRATIONS** - If your deal contains a migration, you must submit a Migration Worksheet to the ELM (eBusiness License Migrations) team. Refer to **Error! Bookmark not defined.** under the Contract Management tab and e-Business License Migrations header to download the spreadsheet and for additional information.

**Note: All business approvals & quotes are valid through the quarter they were approved, unless a formal RFP or Tender requires a longer validity period.**

General Information	
Contract requested by (insert date): After all approvals are obtained - Allow 24 hours for standard contracts and 48 hours for non-standard contracts.	
Opportunity I.D. (OSO Number):	
Is this a ship order?	Yes _____ No _____
Deal Structure (indicate Direct, Pass-Through, Sublicense, or Trial License):	
Is this deal the result of a compliance issue that LMS has been involved in?	_____ Yes _____ No
Does deal contain new licenses with an <i>approved</i> non-supported license type (i.e. metric is not nor ever has been on Oracle's price list):	_____ Yes (specify non-supported license type and eBusiness license type used to determine conversion) _____ No
Quote Valid Through (insert date):	
Partner (insert name, if applicable)?	Margin or % of net license fees _____
VAD (insert name, if applicable)?	Margin or % of net license fees _____
PARTNER PAYMENT: If this is a direct deal, does it involve a Partner Referral Fee?	_____ Yes _____ No
If yes, specify payment type:	_____ Applications Affiliate Fee _____ ROP Fee ( <i>GB Use Only</i> )
MIGRATIONS OR UPDATES:	Yes _____ No _____
PREMIUM SERVICES:	Yes _____ No _____
INCIDENT PACKS:	Yes _____ No _____
INTERNATIONAL: Requires an International Notification Form to be forwarded to your manager, contract specialist, and NASINFO or OGEHINFO.	_____ Yes _____ No
Payment Terms:	_____ Net 30 _____ Other (Specify) _____
Referenced Agreement:	_____ New OLSA _____ Other (Specify) _____

Customer and Administrative Information – all fields must be filled in	
<b>Customer's EXACT Legal Name:</b>	
Business Address:	
City / State / Zip:	
Customer Contract Admin:	
Phone #:	
Fax #:	
E-mail ID:	
<b>Billing Contact:</b>	
(Partner/VAD if Indirect):	
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
E-mail ID:	
Tax Status :	Exempt ____ (Need certificate for ship to state if not on Oracle's Tax Exemption Log)
	Non-Exempt ____
<b>Shipping Contact:</b>	
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
E-mail ID:	
<b>Technical Support Contact:</b>	
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
Email ID:	
<b>Partner Name (Indirect):</b>	
Address:	
City / State / Zip:	
Contact Admin:	
Phone #:	
Fax #:	
E-mail ID:	

Education (EPPC)	
Education Prepaid Credit Amount:	\$ _____
Education Discount:	_____ %
Education Revenue:	\$ _____
Education Sales Rep:	

### PROCESSOR/NAMED USER PROGRAMS/COMPUTER PROGRAMS (REQUIRED INFORMATION)

Make and Operating System required for each program:

Make:

OS:

PROGRAMS:

Applications		
Will applications be modified:	Yes	No
Will users be accessing modified Apps from the web:	Yes	No
Have all prerequisites been included:	Yes	No
Will users use Fast Forward RPM:	Yes	No
Will applications be hosted:	Yes	No
Indicate database that Apps will run on:		
Indicate CSI for existing prerequisite database and tools:		

Options not requiring HQAPP, Tier 1, or Tier 2 Approval	
(1)	
(2)	
(3)	
(4)	

Internal Administrative Information	
Applications Sales Manager	
Technology Sales Manager	
Account Manager	
iSD Rep	
Education Sales Rep	
Support Renewals Rep	
Premium Support Rep	
Migrations Manager	
Is there a teaming agreement?	____ Yes (if yes, list all appropriate reps) ____ No
Requester:	Name: _____ Business Telephone: _____ Cell Phone: _____